

DE-RQ65-98WG31445

***** LINE ITEMS *****

Line Item

Number Qty UI -----

0001

1.00 EA

45'--45' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0002

1.00 EA

45'--50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 1

0003

1.00 EA

45'--55' 161- KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICER PER STRUCTURE YEAR 1

0004

5.00 EA

50'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STURCTURE YEAR 1

0005

1.00 EA

50'--55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0006

1.00 EA

50'--60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRCTURE YEAR 1

0007

21.00 EA

55'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0008

1.00 EA

55'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0009

1.00 EA

55'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRCTURE YEAR 1

0010

20.00 EA

60'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0011

2.00 EA

60'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0012

1.00 EA

60'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 1.

0013

78.00 EA

65'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 1.

0014

4.00 EA

65'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0015

1.00 EA

65'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0016

50.00 EA

70'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0017

1.00 EA

70'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1.

0018

1.00 EA

70'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 1.

0019

14.00 EA

75'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0020

1.00 EA

75'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 1.

0021

1.00 EA

75'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1

0022

1.00 EA

80'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1.

0023

1.00 EA

80'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 1.

0024

1.00 EA

85'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 1.

0025

1.00 EA

45'-45'161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0026

1.00 EA

45'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRCTURE YEAR 2

0027

1.00 EA

45'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0028

5.00 EA

50'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0029

1.00 EA

50'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 2.

0030

1.00 EA

50'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 2.

0031

20.00 EA

55'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0032

1.00 EA

55'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0033

1.00 EA

55'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0034

20.00 EA

60'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0035

2.00 EA

60'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 2.

0036

1.00 EA

60'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0037

80.00 EA

65'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 2.

0038

5.00 EA

65'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2

0039

1.00 EA

65'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0040

50.00 EA

70'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0041

1.00 EA

70'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 2.

0042

1.00 EA

70'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0043

15.00 EA

75'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0044

1.00 EA

75'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0045

1.00 EA

75'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0046

1.00 EA

80'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0047

1.00 EA

80'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0048

1.00 EA

85'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 2.

0049

1.00 EA

45'-45' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3

0050

1.00 EA

45'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRCTURE YEAR 3

0051

1.00 EA

45'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3

0052

5.00 EA

50'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3

0053

1.00 EA

50'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 3.

0054

1.00 EA

50'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 3.

0055

20.00 EA

55'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0056

1.00 EA

55'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3

0057

1.00 EA

55'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0058

20.00 EA

60'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0059

2.00 EA

60'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 3.

0060

1.00 EA

60'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0061

80.00 EA

65'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 3.

0062

5.00 EA

65'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0063

1.00 EA

65'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0064

50.00 EA

70'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0065

1.00 EA

70'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 3.

0066

1.00 EA

70'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0067

15.00 EA

75'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0068

1.00 EA

75'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0069

1.00 EA

75'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0070

1.00 EA

80'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0071

1.00 EA

80'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0072

1.00 EA

85'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 3.

0073

1.00 EA

45'-45' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4

0074

1.00 EA

45'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0075

1.00 EA

45'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0076

5.00 EA

50'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0077

1.00 EA

50'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 4.

0078

1.00 EA

50'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 4.

0079

20.00 EA

55'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0080

1.00 EA

55'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0081

1.00 EA

55'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0082

20.00 EA

60'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0083

2.00 EA

60'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 4.

0084

1.00 EA

60'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0085

80.00 EA

65'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 4.

0086

5.00 EA

65'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0087

1.00 EA

65'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0088

50.00 EA

70'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0089

1.00 EA

70'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 4.

0090

1.00 EA

70'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0091

15.00 EA

75'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0092

1.00 EA

75'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0093

1.00 EA

75'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0094

1.00 EA

80'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0095

1.00 EA

80'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0096

1.00 EA

85'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 4.

0097

1.00 EA

45'-45' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0098

1.00 EA

45'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRCTURE YEAR 5.

0099

1.00 EA

45'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
SPECIFICATIONS OF ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0100

5.00 EA

50'-50' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0101

1.00 EA

50'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 5.

0102

1.00 EA

50'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STUCTURE YEAR 5.

0103

20.00 EA

55'-55' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0104

1.00 EA

55'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0105

1.00 EA

55'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0106

20.00 EA

60'-60' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0107

2.00 EA

60'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 5.

0108

1.00 EA

60'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0109

80.00 EA

65'-65' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 5.

0110

5.00 EA

65'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0111

1.00 EA

65'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0112

50.00 EA

70'-70' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0113

1.00 EA

70'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHEMNT A.

PRICE PER STRUCTURE YEAR 5.

0114

1.00 EA

70'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0115

15.00 EA

75'-75' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0116

1.00 EA

75'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0117

1.00 EA

75'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0118

1.00 EA

80'-80' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0119

1.00 EA

80'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

0120

1.00 EA

85'-85' 161-KV LIGHT DUTY STEEL POLE
H-FRAME STRUCTURES. IN ACCORDANCE WITH
THE SPECIFICATIONS IN ATTACHMENT A.

PRICE PER STRUCTURE YEAR 5.

1 52.212-4

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

+ (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it

is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum

to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination

for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

2 52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXEC

ORDERS--COMMERCIAL ITEMS (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of

law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- _____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- _____ (2) [Reserved].

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X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3)).

X (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

_____ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

x (6) 52.222-26, Equal Opportunity (E.O. 11246).

X (7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

X (11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

_____ (12) [Reserved]

_____ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

_____ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

_____ (15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).

_____ (15)(ii) Alternate I of 52.225-21.

_____ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

_____ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

_____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this

contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

3 52.216-18

ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF AWARD through SEPTEMBER 30,2003. SEE ALSO CLAUSE 17.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

4 52.216-19

ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish,

those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 50 EA
- (2) Any order for a combination of items in excess of \$5,000,000.00

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or

(3) A series of orders from the same ordering office within 90 DAYS days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within

10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

5 52.216-21

REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services

specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after DECEMBER 1, 2003

(End of clause)

6 52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within THE TERM OF THE CONTRACT provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 MONTHS.

(End of clause)

LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial product plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the

Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

8 52.247-35

F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)

(a) The term "f.o.b. destination, within consignee's premises," as used in this clause, means free of expense to the Government delivered and laid down within the doors of the consignee's premises, including delivery to specific rooms within a building if so specified.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

9 AA.0000-LD06

PACKAGING, MARKING, AND SHIPPING INSTRUCTIONS (WAPA 5/97)

Packaging, marking, and shipping shall be accomplished in accordance with the specifications set forth in ATTACHMENT A, SECTION 10C(1). of this contract.

10 AA.0000-LF03

PLACE OF DELIVERY (WAPA 8/97)

The contractor shall contact the Contracting Officer's Representative (COR) at least 14 DAYS prior to delivery to provide the COR with the expected time of delivery, to identify the shipper, and to provide the telephone number for the shipper's office. The contractor shall contact the COR again 48 HRS prior to arrival of the shipment at the delivery location and confirm the expected arrival time at the destination.

The field Contracting Officer's Representative is named below:

COR: MARK DEPOE

PHONE: 602-352-2687 CELL PHONE NO. 602-320-7474

The articles to be furnished hereunder shall be delivered to the destination(s) listed below, with all transportation charges paid by the contractor (F.O.B. destination).

Contract Line Item Number:

CLIN: FOB PER CLAUSE 8, 52.247-35 ABOVE.

Delivery Site:

Western Area Power Administration

EXACT LOCATION TO BE SPECIFIED ON INDIVIDUAL DELIVERY ORDERS AS ISSUED.

SITE: VARIOUS LOCATIONS IN SW ARIZONA AND SE CALIFORNIA

STREET ADDRESS: AS DETAILED ON EACH DELIVERY ORDER.

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CITY/STATE/ZIP: AS DETAILED ON EACH DELIVERY ORDER.

11 AA.0000-LH02

CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (WAPA 11/95)

The Representations, Certifications and Other Statements of the Offeror for this contract, dated _____ are hereby incorporated by reference.

12 AA.0002-LE02

ACCEPTANCE (WAPA 5/96)

Acceptance of all work and effort under this contract (including Reporting Requirements, if any) shall be accomplished by the Contracting Officer, or any duly designated representative. The Government requires thirty (30) calendar days from date of receipt at the delivery locations to perform final acceptance of delivered units.

13 BB.0204-0006

FAR 52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBER

SYSTEM (DUNS NUMBER) (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit

number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of provision)

14 BB.0212-0001

FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 1997)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office

specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples will be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should

contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be

submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(End of provision)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

A. PAST PERFORMANCE

B. COMPLIANCE WITH SOLICITATION REQUIREMENTS

Technical and past performance, when combined, are MORE IMPORTANT THAN PRICE.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

16 BB.0212-0003

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern" means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN)(26 U.S.C. 6050M). (1)
Taxpayer Identification Number (TIN).

☐ ☐ TIN:_____.

☐ ☐ TIN has been applied for.

☐ ☐ TIN is not required because:

☐ ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ ☐ Offeror is an agency or instrumentality of a foreign government;

☐ ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____
(2) Corporate Status.

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☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has certified itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it /_/ is, /_/ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees	Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,0001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are

segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It /_/_ has, /_/_ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It /_/_ has, /_/_ has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It /_/_ has developed and has on file, /_/_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It /_/_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate (MAY 1996)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (2) of this provision, is a domestic end product (as defined in the clause entitled Buy American Act - Trade Agreements - Balance of Payments Program) and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, as defined in the clause of this contract entitled "Buy American Act - Trade Agreements - Balance of Payments Program," or Mexico.

(2) Excluded End Products:

Line Item Number

Country of Origin

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, and Mexican country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (2) of this provision, offerors must identify and certify below those excluded end products that are designated or Mexican country end products. Products that are not identified and certified below will not be deemed designated country end products or Mexican country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(a) The offeror certifies that the following supplies qualify as "designated or Mexican country end products" as those terms are defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program:"

(Insert line item numbers)

(4) Offers for eligible end products as defined in the clause entitled "Buy American Act - Trade Agreements - Balance of Payments Program" will be evaluated in accordance with appropriate portions of part 25 of the Federal Acquisition Regulation.

(End of Provision)

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement

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Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian

end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals /_/ are, /_/ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) /_/ Have, /_/ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and /_/are, /_/ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)

17 BB.0215-0014

FAR 52.215-14 EXPLANATION TO PROSPECTIVE OFFERORS (APR 1984)

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be

prejudicial to any other prospective offerors.

(End of provision)

18 BB.0215-0042

FAR 52.215-42 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION

OTHER THAN COST OR PRICING DATA--MODIFICATIONS (JAN 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.804-2(a)(1) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities

similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

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(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data on Standard Form (SF) 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required), with supporting attachments prepared in accordance with Table 15-2 of FAR 15.804-6(b)(2).

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.804-4.

(End of clause)

19 LH.0000-0039

ORDERING PROCEDURES (WAPA 11/95)

A delivery order will be prepared by the authorized ordering personnel listed below. Orders will be placed on standard Western Area Power Administration Purchase/Delivery Order forms which will state the contract line item number, the description for each line item, and the price for each item according to the terms of the contract.

AUTHORIZED ORDERING PERSONNEL

CLIN: 0001 TO 0024

Authorized person: LARY A MARTIN

602-352-2646

DESERT SOUTHWEST CUSTOMER SERVICE REGION

CLIN: _____

Authorized person: _____

CLIN: _____

Authorized person: _____

(End of Section)